

RESOLUTION NO. 2008-221

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE STORM
WATER TREATMENT DEVICE ACCESS AND MAINTENANCE
AGREEMENTS

WHEREAS, the Council adopted Storm Water Development Standard Plans (DSP) in August 2008, and the typical DSP consists of the installation of an activity-specific Best Management Practices (BMP's) that alone or in combination with other BMP's achieve the water quality objectives of the regulations; and

WHEREAS, the BMP is installed on private property, drains only private property, and is a private facility, and therefore all operation, maintenance, and replacement costs are the sole responsibility of the Owner; and

WHEREAS, the Storm Water Treatment Device Access and Maintenance Agreements set forth the Owner's responsibilities regarding access to and maintenance of the BMP's; and

WHEREAS, these maintenance agreements have been individually approved by the City Council, which requires staff time and can lead to project delay; therefore, staff recommends that the Council authorize the City Manager to execute such agreements on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Storm Water Treatment Device Access and Maintenance Agreements on behalf of the City.

Dated: November 19, 2008

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I hereby certify that Resolution No. 2008-221 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Hitchcock, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None



City Clerk

RESOLUTION NO. 2008-222

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
LEASE AGREEMENT FOR TEMPORARY LIBRARY
FACILITIES AT 212 WEST PINE STREET

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WHEREAS, staff has negotiated the attached lease between the Beckman Capitol Corporation and the City for the temporary relocation of the Lodi Public Library to the Beckman Building located at 212 West Pine Street, while the Library is under construction; and

WHEREAS, the lease provides for a four-month term beginning December 1, 2008, with rent payments in the amount of \$4,970 per month due on the fifth day of each month in advance; and

WHEREAS, rent payments will be derived from Library private trust funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Lease Agreement between Beckman Capitol Corporation and the City of Lodi for the temporary relocation of the Lodi Library at 212 West Pine Street during construction.

Dated: November 19, 2008

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I hereby certify that Resolution No. 2008-222 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

LEASE AGREEMENT
Beckman Building
212 W. Pine Street
Lodi, California

THIS LEASE entered into as of this ____ day of _____, 2008, by BECKMAN CAPITOL CORPORATION ("Landlord") and THE CITY OF LODI, ("Tenant").

BACKGROUND

A. Landlord is the fee simple owner of the Beckman Building in the City of Lodi, San Joaquin County, State of California. The street addresses of the Beckman Building are 211 West Oak Street and 212 West Pine Street, Lodi ("Owned Premises").

B. Tenant desires to lease space on the Owned Premises for the temporary operation of a portion of its library programs, and parking.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

AGREEMENT

In consideration of their mutual covenants, the Parties agree as follows:

1. Rent. Tenant shall pay \$4,970 per month as rent for the Owned Premises. Rent shall be paid on the 5th day of each month, in advance.

2. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord the Owned Premises for the exclusive operation of the Lodi Public Library's programs.

3. Term. The term of this Lease shall be from December 1, 2008 ("Commencement Date") through to March 31, 2009, unless otherwise terminated as provided in this Lease. Tenant shall have the right to extend this Lease for four (4) one-month increments on thirty (30) days written notice to Landlord on the same terms as set forth herein.

4. Maintenance.

a. Except as provided below, Landlord shall, at its own expense, maintain the Owned Premises and any buildings and or equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Tenant so as not to conflict with the intended use by Tenant.

b. Tenant shall have sole responsibility for the janitorial maintenance and the maintenance, repair, and security of its equipment and personal property, and shall keep the same in good repair and condition during the Lease Term. Tenant shall pick up and place in appropriate receptacles all litter produced by its operations.

c. Tenant shall be responsible for removal of the following fixtures currently on site, prior to the commencement of its rental obligations:

1. Existing front counter and gate, including all electrical outlets, voice & data cabling, and intercom/radio system. The intercom/radio built in to the counter will be left, unattached, for the Landlord.

2. Four bolts and the empty electrical conduit protruding from floor in southwest (old computer) room.

3. Voice/data and/or electrical floor boxes, if determined to be in conflict with the furniture arrangement. Existing voice/data wiring that is excessively long will be shortened and new voice and data cabling will be added to reconnect the building to the City network. All new cabling may be removed by tenant at its option at the end of the lease period.

4. Tenant will also install, and remove upon lease termination, shelving on the premises. Tenant shall patch any holes and return the walls to their condition upon commencement of the lease.

d. Tenant shall have access to the Premises starting Tuesday November 11, 2008 to perform the above listed improvements and shall indemnify, defend and hold tenant harmless for any physical injuries arising out of or related to the improvements.

Tenant may remove and dispose of the above fixtures with no obligation to replace them or otherwise compensate Landlord for the removal.

5. Utilities. Tenant shall provide utility service to the Owned Premises at its sole cost and expense.

6. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

7. Approvals; Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Tenant shall maintain and operate its Program in accordance with applicable site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by any governing bodies.

8. Default and Remedies. It shall be a default if Tenant defaults in the performance of any covenant or condition of this Lease and does not cure such other default within thirty (30) days after receipt of written notice from Landlord specifying the default complained of, provided, however, that if the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, the defaulting party shall not be deemed to be in default if such party shall within such period commence the cure of the default and thereafter diligently prosecute the same to completion within ninety (90) days; or if Tenant abandons or vacates the Premises, or if Tenant is adjudicated as

bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

Subject to applicable law, in the event of a material default, which is not cured during the applicable cure period, Landlord shall have the right, as its sole and only remedy, with notice to re-enter the Premises and eject all persons therefrom, and declare this Lease at an end and recover from Tenant a sum of money equal to the total of the amount of the unpaid rent accrued through the date of termination and no more.

In any action between the parties arising out of or related to this contract, the prevailing party shall be entitled to all expenses incurred therefor, including reasonable attorney fees.

9. Indemnity and Insurance.

a. Disclaimer of Liability: Except to the extent caused by the negligence or intentional misconduct of Landlord or of any agent, servant or employee of Landlord, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any other cause whatsoever arising out of Tenant's use or operation of the Premises.

b. Indemnification by Tenant: Except to the extent caused by the negligence or intentional misconduct of Landlord or of any agent, servant or employee of Landlord, Tenant ("Indemnitor") shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation, to the extent arising out of or resulting from the operation and/or maintenance of the program or Tenant's failure to comply with any applicable federal, state or local statute, ordinance or regulation governing Tenant's use of the Premises.

c. Indemnification by Landlord: Except to the extent caused by the negligence or intentional misconduct of Tenant or of any agent, servant or employee of Tenant, Landlord ("Indemnitor") shall, at its sole cost and expense, indemnify and hold harmless Tenant and all associated, affiliated, allied and subsidiary entities of Tenant, now existing or hereinafter created, and their respective officers, boards, commissions,

employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Landlord, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Indemnitor shall, upon reasonable prior written notice from any of the Indemnitees, at Indemnitor's sole cost and expense, resist and defend the same with legal counsel mutually selected by the parties; provided however, that the parties must admit liability in any such matter without written consent, which consent must not be unreasonably withheld, conditioned or delayed, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior written consent. The indemnifying party's duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend and shall be co-extensive with the indemnifying party's indemnification obligation.

e. Notice, Cooperation and Expenses: Each party must give the other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent either party from cooperating with the other and participating in the defense of any litigation by its own counsel. However, Indemnitor shall pay all reasonable expenses incurred by Indemnitees in response to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Indemnitees' attorney, and the actual reasonable expenses of Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitees in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Indemnitees by Indemnitor.

If Indemnitor requests Indemnitee to assist it in such defense, then Indemnitor shall pay all reasonable expenses incurred by Indemnitee in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall also include the reasonable costs of any services rendered by Indemnitee's attorney, and the actual reasonable expenses of Indemnitee's agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitee in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, City shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- ii. Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.
- iii. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a "claims made" basis.
- iv. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for workers compensation policies, shall name Landlord and all of their associated, affiliated, allied and subsidiary entities, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with the additionally insured party annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord. Landlord shall immediately advise Tenant of any claim or litigation that may result in liability to Tenant.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to [Landlord/Tenant] by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

j. Self-Insurance: The insurance requirements set forth herein may be satisfied by a self insurance program that complies with all laws and regulations governing self insurance.

10. Notices. Except as otherwise provided for in this Lease to the contrary, all notices, demands and other communications required or contemplated to be given under this Lease shall be in writing and shall be delivered either by (i) postage prepaid, Returned Receipt Requested, Registered or Certified Mail, (ii) local or air courier messenger service, (iii) personal delivery, or (iv) facsimile addressed to the party or parties for whom intended at the address shown below or such other address as the intended recipient previously shall have designated by written notice from time to time (provided, however, notice of a change of address or facsimile number shall be effective only upon receipt):

Notice(s) required to be given to Tenant shall be addressed as follows:

City of Lodi Public Library
P. O. Box 3006
221 W. Pine Street
Lodi, CA 94240
Attn: Nancy Martinez
Telephone: (209)333-5534

Notice(s) required to be given to Landlord shall be addressed as follows:

Beckman Capitol Corporation
c/o Randy Snider
1300 West Lodi Avenue Suite A-11
Lodi, California 95242
Telephone: (209)333-0900

11. Assignment. Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord.

12. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Non-Waiver. Failure of Landlord or Tenant to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord or Tenant shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

14. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of California.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

This Lease was executed as of the date first set forth above and effective as of the date set forth in paragraph 3 above.

TENANT:

LANDLORD:

CITY OF LODI

BECKMAN CAPITOL CORPORATION

BLAIR KING
City Manager

Approved as to Form

D. STEPHEN SCHWABAUER
City Attorney

RESOLUTION NO. 2008-223

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE REALLOCATION OF AVAILABLE
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
TO THE GRAFFITI ABATEMENT PROGRAM

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WHEREAS, a total of \$79,725 in Community Development Block Grant (CDBG) funds was allocated toward graffiti abatement activities as part of the 2008-09 annual allocation of CDBG/HOME Program funding; and

WHEREAS, staff has indicated a need to allocate approximately \$2,500 in additional funds to cover the costs of implementing the activity, including staff time to log requests for graffiti removal, training opportunities, and program oversight; and

WHEREAS, staff has identified available CDBG funding from the Lodi Library accessible entry project, which recently received bids for significantly less than the project's estimated cost; and

WHEREAS, the funds cannot be reallocated without Council approval, as they are being moved between different uses, from Public Improvements to Public Services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the reallocation of \$2,500 from the Lodi Library accessible entry project (LOD 08-02) to the Graffiti Abatement Program for Private Property (LOD 08-13),

Dated: November 19, 2008

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I hereby certify that Resolution 2008-223 was passed and adopted by the Lodi City Council in a regular meeting held on November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2008-224

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING APPLICATION TO SAN JOAQUIN COUNCIL OF
GOVERNMENTS FOR PROPOSITION 1B AND STATE
TRANSIT ASSISTANCE FUNDS AND FURTHER
AUTHORIZING THE TRANSPORTATION MANAGER TO
SUBMIT ALL NECESSARY PAPERWORK

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the application to San Joaquin Council of Governments for Proposition 1B and State Transit Assistance funds; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Transportation Manager to submit all necessary paperwork; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Transportation Manager to execute for and on behalf of the City of Lodi, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the Governor's Office of Homeland Security.

Dated: November 19, 2008

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I hereby certify that Resolution No. 2008-224 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2008-225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN FOR CONSOLIDATION OF ELECTION AND TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 3, 2009

WHEREAS, a Special Municipal Election is to be held in the City of Lodi, California, on March 3, 2009; and

WHEREAS, in the course of conduct of the election, it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Lodi.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the provisions of Section 10002 of the Elections Code of the State of California, this City Council requests the San Joaquin County Board of Supervisors to permit the County Registrar of Voters' office to prepare and furnish to the City of Lodi all materials, equipment, and services as agreed upon by the County Registrar of Voters and the City Clerk for the conduct of the March 3, 2009, Special Municipal Election.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved invoice.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and the County Registrar of Voters' offices a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: November 19, 2008

I hereby certify that Resolution No. 2008-225 was passed and adopted by the Lodi City Council in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson,
Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


Randi Johl
City Clerk

RESOLUTION NO. 2008-226

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, SETTING PRIORITIES FOR FILING (A) WRITTEN ARGUMENT(S) REGARDING CITY MEASURES AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

WHEREAS, a Special Municipal Election is to be held in the City of Lodi, California, on Tuesday, March 3, 2009, at which there will be submitted to the voters the following measure:

Shall Ordinance No. 1812 entitled "An Ordinance of the City Council of the City of Lodi Approving and Adopting the Redevelopment Plan for the Lodi Community Improvement Project," be adopted?	YES
	NO

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council authorizes all members of the City Council to file (a) written argument(s) In Favor of or Against City measure, accompanied by the printed name(s) and signature(s) of the person(s) submitting it, in accordance with Article 4, Chapter 3, Division 9, of the Elections Code of the State of California and to change the argument until and including the date fixed by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

SECTION 2. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney who shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: November 19, 2008

I hereby certify that Resolution No. 2008-226 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2008-227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURE
SUBMITTED AT SPECIAL MUNICIPAL ELECTION

WHEREAS, Section 9285 of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments for City measures submitted at municipal elections.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to Section 9285 of the Elections Code of the State of California, when the elections official has selected the arguments for and against the measure, which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a City measure may prepare and submit a rebuttal argument not exceeding two hundred and fifty (250) words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than ten (10) days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 2. That all previous resolutions providing for the filing of rebuttal arguments for City measures are repealed.

SECTION 3. That the provisions of Section 1 shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Dated: November 19, 2008

I hereby certify that Resolution No. 2008-227 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

A handwritten signature in black ink, appearing to read "Randi Johl", with a stylized flourish extending to the right.

RANDI JOHL
City Clerk

RESOLUTION NO. 2008-228

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE APPOINTMENTS TO THE
BOARD OF DIRECTORS OF THE CALIFORNIA
TRANSIT INSURANCE POOL

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the appointments of the Transportation Manager as Director and the Transportation Planner and the Risk Manager as Alternates to the Board of Directors of the California Transit Insurance Pool.

Dated: November 19, 2008

=====

I hereby certify that Resolution No. 2008-228 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2008-229

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS' INTENTION TO EXPAND THE
LODI TOURISM BUSINESS IMPROVEMENT
DISTRICT (LTBID)

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WHEREAS, Visit Lodi, formerly known as Lodi Conference and Visitors Bureau, is interested in expanding the Lodi Tourism Business Improvement District (LTBID) to include hotels within the Service Area of CSA #31 "Flag City"; and

WHEREAS, the County of San Joaquin has consented to the expansion of the LTBID into Flag City; and

WHEREAS, the Parking and Business Improvement Area Law of 1989 Section 36500 et seq. of the Streets and Highways Code authorizes cities to expand parking and business improvement areas for the purpose of promoting tourism; and

WHEREAS, businesses within the LTBID have requested the Lodi City Council to expand such an improvement area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby resolve, determine, and find as follows:

Section 1. The recitals set forth herein are true and correct.

Section 2. The City Council declares its intention to expand the LTBID pursuant to the Parking and Business Improvement Area Law of 1989, Streets and Highways Code Section 36500 et seq. The boundaries of the LTBID shall be expanded to include the service area of County Service Area #31 ("Flag City").

Section 3. The LTBID proposes to administer marketing programs to promote the City of Lodi as a tourism destination and to fund projects, programs, and activities that benefit hotels within the area as expanded.

Section 4. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities in the area.

Section 5. The proposed LTBID will include all hotels within the City of Lodi and Flag City.

Section 6. The assessment is proposed to be levied on all hotels, existing and future, within the City of Lodi and Flag City based upon 3% of the gross room rental revenue.

Section 7. New hotels within the boundaries will not be exempt from the levy of assessment pursuant to Streets and Highways Code Section 36531. Pursuant to the City of Lodi's transient occupancy tax ordinance, assessments pursuant to the LTBD shall not be included in gross room rental revenue for purpose of determining the amount of the transient occupancy tax.

Section 8. The LTBD proposed annual assessment (as expanded) in year one totals approximately \$270,000. The funds raised shall be spent on a Marketing Program, Administration & Personnel, and BID Development / Formation.

Section 9. The City of Lodi will collect the assessments quarterly from hotels within the City. The City of Lodi will collect the assessment on the same form as that used for the collection of transient occupancy tax receipts. The City of Lodi will charge a 5% collection fee on amounts collected and will remit the net amount to the LTBD within 30 days after collections occur.

Section 10. The time and place for the public meeting to expand the LTBD and the levy of the assessments is set for **December 17, 2008 at 7:00 p.m., at the Carnegie Forum, 305 West Pine Street, Lodi, California.**

Section 11. The time and place for the public hearing to expand the LTBD and the levy of the assessments is set for January 21, 2009 **at 7:00 p.m., at the Carnegie Forum, 305 West Pine Street, Lodi, California.**

Section 12. At the public hearing the testimony of all interested persons for or against the expansion of the area will be heard.

Section 13. A protest against the expansion of the LTBD, or any aspect of it, may be made in writing. To count in the majority protest against the LTBD expansion, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business and its address. If the person signing the protest is not shown on the official records of the City of Lodi or the County of San Joaquin as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or evidence of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made. Written protests must be received by the City Clerk of the City of Lodi before the close of the hearing scheduled herein and may be delivered to the City Clerk at City Hall, 221 W. Pine Street, Lodi, California, 95240 or mailed to the City Clerk at P.O. Box 3006, Lodi, CA 95241.

All proceedings before the City Council are conducted in English. The City of Lodi does not furnish interpreters, and, if one is needed, it shall be the responsibility of the person needing one.

If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk/City Council at, or prior to, the public hearing.

Section 14. If, at the conclusion of the public hearing, there are of record, written protests against the expansion by the owners of the businesses within the LTBD that will pay fifty percent (50%) or more of the total assessments of the entire LTBD, no further proceedings to expand the LTBD shall occur. New proceedings to expand the LTBD shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority of written protests are only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the LTBD.

Section 15. Further information regarding the proposed LTBD may be obtained from the City Clerk, City of Lodi, 221 West Pine Street, Lodi, California 95240.

Section 16. The City Clerk is instructed to provide notice of the public hearing as follows:

- a. Publish this Resolution of Intention in a newspaper of general circulation in the City of Lodi once, at least seven (7) days before the hearing.
- b. Mail complete copy of this Resolution of Intention to each and every business owner proposed to be assessed in the LTBD within seven (7) days of the adoption of this Resolution by the City Council.

Section 17. This Resolution is effective on its adoption.

Dated: November 19, 2008

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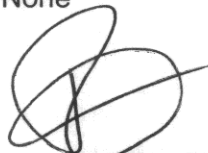
I hereby certify that Resolution No. 2008-229 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

2008-229

RESOLUTION NO. 2008-230

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR LODI
PUBLIC LIBRARY ENTRY PROJECT

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 15, 2008, at 11:00 a.m. for the Lodi Public Library Entry project described in the specifications therefore approved by the City Council on September 3, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
Engineer's Estimate		\$44,100.00
SW Allen Construction, Inc.	Sacramento	\$37,244.75
Diede Construction	Woodbridge	\$37,464.25
AMECA General Engineering	Fairfield	\$40,200.00
SPOSETO General Contractor	Union City	\$56,800.00
*Big B Construction	Stockton	\$31,595.88

*The bid proposal from Big B Construction was submitted with a total bid of \$34,777.49. In analyzing this bid, it was discovered that their actual total was \$31,595.88. As a result of this mathematical error, Big B Construction has requested that their bid be withdrawn.

WHEREAS, staff recommends awarding the contract for the Lodi Public Library Entry project to the lowest responsive bidder, SW Allen Construction, Inc., of Sacramento, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby allow the withdrawal of the Big B Construction bid and hereby awards the contract for the Lodi Public Library Entry project to the lowest responsive bidder, SW Allen Construction, Inc., of Sacramento, California, in the amount of \$37,244.75.

Dated: November 19, 2008

I hereby certify that Resolution No. 2008-230 was passed and adopted by the Lodi City Council in a regular meeting held November 19, 2008, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2008-231

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING REVISED 2008-2009 OPERATING AND
CAPITAL IMPROVEMENT BUDGET

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WHEREAS, the City Manager submitted the 2008-09 balanced Operating and Capital Improvement Budget to the City Council on May 21, 2008; and

WHEREAS, the 2008-09 Operating and Capital Improvement Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council approved the 2008-09 Operating and Capital Improvement Budget as passed and adopted in Resolution 2008-99 at a regular meeting of the City Council of the City of Lodi on May 21, 2008; and

WHEREAS, revisions in the 2008-09 Operating and Capital Improvement Budget as approved by the City of Lodi City Council on May 21, 2008, are necessary as a result of changes in revenue estimates.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the revised 2008-09 Operating and Capital Improvement Budget, as shown on Exhibit A attached.

Dated: November 19, 2008

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I hereby certify that Resolution No. 2008-231 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

2008-09 Budget Re-Adoption

Exhibit A

GENERAL FUND ADJUSTMENTS REDUCTIONS	City Council Approved	Adjustments	City Council Re-Adopted
Revenue Budgets			
5011 Property Taxes CY Secured	9,432,000	416,000	9,016,000
5031 Sales and Use Tax	9,860,000	904,000	8,956,000
5035 Real Property Transfer Tax	188,100	30,000	158,100
5036 Business License Tax	1,069,000	30,000	1,039,000
5494 State Motor Vehicle In-Lieu	400,000	100,000	300,000
TOTAL REVENUE ADJUSTMENTS	20,949,100	1,480,000	19,469,100

GENERAL FUND ADJUSTMENTS REDUCTIONS	City Council Approved	Adjustments	City Council Re-Adopted
Operating Budgets			
Budget/Treasury	648,919	13,617	635,302
City Attorney	488,567	8,425	480,142
City Clerk	580,932	9,160	571,772
City Manager	599,786	11,847	587,939
Economic Development	212,124	2,652	209,472
Financial Services	1,706,957	35,837	1,671,120
Fire	9,509,123	208,637	9,300,486
Human Resources	623,257	10,691	612,566
Information Systems	1,094,150	18,752	1,075,398
Police	15,225,590	316,532	14,909,058
Public Works	3,626,047	217,082	3,408,965
Parks	2,379,849	63,502	2,316,347
City-Wide Utilities	1,207,000	35,000	1,172,000
Operating Transfers			
Reduce Transfer To:			
Recreation Fund	667,674	15,274	652,400
Community Center Fund	1,305,616	32,824	1,272,792
Library Fund	1,578,580	40,586	1,537,994
Community Development Fund	395,000	209,852	185,148
TOTAL REDUCTION ADJUSTMENTS	41,849,171	1,250,270	40,598,901
INCREASES			
Operating Transfers			
Increase Transfer To:			
General Fund	5,432,983	500,000	5,932,983
Revenue Increase			
Solid Waste Franchise Fee	240,945	104,730	345,675
TOTAL INCREASE ADJUSTMENTS	5,673,928	604,730	6,278,658

NON GENERAL FUND ADJUSTMENTS REDUCTIONS	City Council Approved	Adjustments	City Council Re-Adopted
Revenue Reduction			
Vehicle Replacement	643,280	104,730	538,550
General Liability	332,775	239,702	93,073
INCREASES			
Operating Transfers			
Increase Transfer From:			
General Liability	-	1,000,000	1,000,000
Operating Transfers			
Increase Transfer To:			
Worker's Comp	-	500,000	500,000

RESOLUTION NO. 2008-232

A RESOLUTION OF INTENTION TO LEVY ANNUAL ASSESSMENT
FOR DOWNTOWN LODI BUSINESS IMPROVEMENT AREA NO. 1,
ESTABLISHING PUBLIC HEARING DATE, AND APPROVING ANNUAL REPORT

WHEREAS, Downtown Lodi Business Improvement Area No. 1 was established December 17, 1997, by City Council adoption of ordinance 1654; and

WHEREAS, the annual report as required by Streets and Highways Code §536533 has been submitted to the Council by the Board of Directors of said improvement area.

NOW, THEREFORE, the City Council of the City of Lodi does hereby resolve, determine, and finds as follows:

1. Approves the Annual Report as submitted, said report being on file with the City Clerk.
2. Establishes December 17, 2008, in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m., or soon thereafter as possible, as the date, place, and time to hold the public hearing required by Streets and Highways Code §36534.
3. It is the intention of the City Council to levy and collect assessments within the parking and business improvement area for calendar year 2009 (the Area's fiscal year).
4. The boundaries of the entire area to be included in the Area and the boundaries of each separate benefit zone within the area set forth in a Map, Exhibit D, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Lodi.
5. The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area include marketing and promotional efforts; event coordination; and other activities with the goal to promote retail activities. A detailed description of activities is include in the Annual Report, Exhibit A, and incorporated by reference.
6. At the time of the public hearing, written and oral protests may be made. The form and manner of protests shall comply with Streets and Highways Code § 36524 and 36525.

Date: November 19, 2008.

I hereby certify that Resolution No. 2008-232 was passed and adopted by the Lodi City Council in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk